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11 STATE FARM MUTUAL AUTOMOBILE
12 INSURANCE COMPANY

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

GERARDO CHACON

Case No. 2:16-cv-00965-RFB-VCF

Plaintiff,

V.

14 STATE FARM MUTUAL AUTOMOBILE
15 INSURANCE COMPANY; ROE
16 INSURANCE COMPANY; DOES I
through X, inclusive, and ROE
CORPORATIONS I through X,
inclusive.

Defendant

STIPULATION AND ORDER FOR PROTECTIVE ORDER

20 WHEREAS Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE
21 COMPANY, ("Defendant") has in its possession or under its
22 control certain documents, testimony, or information that may

1 contain or comprise attorney-client documents, work product
2 documents, trade secrets documents, and personal information and
3 financial documents which are considered confidential, sensitive
4 and/or proprietary by Defendant (hereinafter the "Protected
5 Documents"); and

6 WHEREAS Plaintiff to this action GERARDO CHACON
7 ("Plaintiff") without conceding privacy, the confidentiality,
8 sensitivity or proprietary nature of such documents, wishes to
9 have access to the Protected Documents for purposes of
10 prosecuting this lawsuit;

11 WHEREAS Defendant contends that it could suffer irreparable
12 harm if the Protected Documents or their contents were subjected
13 to unauthorized disclosure; and,

14 WHEREAS Plaintiff contends that Defendant might be required
15 to also provide copies of such Protected documents to the other
16 parties in this case not identified above;

17 NOW, THEREFORE, the parties hereto hereby stipulate as
18 follows:

19 1. Any documents to be produced subject to this
20 protective order shall, prior to being produced by Defendant, be
21 stamped with a notation on each page thereof stating the
22 following:

23 **PROTECTED DOCUMENT**

24 State Farm adv. Chacon, United States District Court,
District of Nevada Case No. 2:16-cv-00965-RFB-VCF.

1 This document is subject to a protective order.
2 Unauthorized disclosure is prohibited.

3 Failure to stamp any such document at the time of its
4 production shall constitute a rebuttable presumption that such
5 document is not subject to the terms and conditions of this
6 protective order.

7 2. Counsel for the parties receiving copies of Protected
8 Documents stamped as provided in paragraph 1, above, shall treat
9 such documents and their contents as confidential, to be used
10 only for the purposes of this litigation. In particular,
11 counsel shall not give, show or disclose the contents of any
12 such document to any other person or entity except:

13 (a) The Court and its employees under seal;
14 (b) The parties' counsel of record, including
15 partners and associate attorneys, and paralegal assistants,
16 stenographic and clerical employees when working under the
17 direct supervision of the counsel of record;

18 (c) The parties' experts, consultants, agents,
19 employees, officers, directors and investigators who are or will
20 be consulted or retained to assist the parties in their
21 preparation for and conduct of pretrial and trial proceedings in
22 this litigation;

23 (d) Court reporters and witnesses during depositions,
24 hearing or trial. Disclosure of the identity of said

1 consultants provided by paragraph 4 below, shall not be deemed a
2 waiver of either the attorney-client, or the attorney work
3 product privileges, nor a disclosure of expert witnesses,
4 pursuant to Federal Rules of Civil Procedure, rule 26(c-d).

5 3. Prior to providing or disclosing Protected Documents
6 to any person described in subparagraphs 2(b) and/or 2(c),
7 above, the parties' counsel shall first inform such person that
8 the Protected Documents are to be treated as confidential, to be
9 used only for purposes of this litigation, and that these
10 restrictions are imposed by court order.

11 4. Prior to providing Protected Documents to any person,
12 pursuant to section 2(c), above, the parties' counsel shall
13 first provide such person with a copy of this protective order
14 and have such person execute an acknowledgment and agreement to
15 be bound by the terms of this protective order in the following
16 form:

17 ACKNOWLEDGMENT AND AGREEMENT RE: PROTECTED DOCUMENTS

18 The undersigned acknowledges that a protective order has
19 been entered in the United States District Court, District of
20 Nevada in case number 2:16-cv-00965-RFB-VCF entitled State Farm
adv. Chacon. The undersigned acknowledges that he/she/it has
received and read a copy of the protective order, understands
the contents thereof, and agrees to be bound by its terms.

21 The undersigned acknowledges that violation of the terms of
22 this protective order could subject the undersigned to sanctions
23 or damages as provided by law.

24 The undersigned expressly submits to the jurisdiction of
the Federal District Court for the District of Nevada for

1 purposes of any action which might be necessary to enforce the
2 terms of this protective order.

3 DATED: _____
4 DATED: _____

5 and retain such signed acknowledgment in its file, pending
6 the final disposition of this action.

7 5. The disclosure or production by defendant of protected
8 documents pursuant to this protective order shall not be deemed
9 to concede the relevancy, competency or admissibility of any
10 document or of any matter set forth therein, and is not intended
11 to be a waiver of any privilege.

12 6. Any documents stamped as containing any confidential
13 information or any reference thereto, including, without
14 limitation, all deposition transcripts, document requests and
15 responses thereto, interrogatories, interrogatory answers, other
16 discovery documents, briefs, motions, declarations, and/or
17 points and authorities shall be subject to this protective order
18 and shall not be served on or provided to any person other than
19 the Authorized Parties designated in paragraph 2.

20 7. Upon request of the disclosing party and not later
21 than thirty (30) days following the final disposition of this
22 action, whether by dismissal, settlement, final judgment or
23 otherwise, counsel for all other parties shall destroy all
24 copies of the protected documents in their possession or under

1 their control, including copies provided to experts, consultants
2 and any other person described in subparagraphs 2(c). Counsel
3 shall provide written notice to defendant's counsel upon request
4 that the terms of the protective order have been complied with
5 by counsel of record by the parties, and that the files in
6 plaintiff's control have been destroyed.

7 8. Nothing in this protective order shall be deemed as a
8 waiver of the parties' right to assert the attorney-client
9 privilege and work product doctrine over any documents it deems
10 appropriate and withhold such documents on this basis.

11 9. This protective order encompasses the complete and
12 entire agreement between the parties. The terms of this
13 protective order shall not be modified except by a subsequent
14 writing signed by both parties, and ordered by the Court.

15 10. Should any third party seek access to the protected
16 documents, by request, subpoena or otherwise, the specific
17 parties or other recipient of the protected documents, as
18 applicable, shall promptly notify defendants' counsel, and shall
19 cooperate with defendants in resisting any efforts by third
20 parties to obtain protected documents from the specified parties
21 or other person, unless otherwise compelled by court order or
22 law to release the protected documents.

23 Any dispute which arises under this stipulation and order,
24 including any effort to contest the designation of protected

1 documents as confidential, shall be resolved by motion made
2 before the court upon not less than 20 days written notice.

3 Dated: July 5, 2017

Dated: July 5, 2017

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5 RANALLI ZANIEL FOWLER & MORAN, G. DALLAS HORTON & ASSOCIATES
6 LLC

7 */s/ Benjamin Carman*
8 GEORGE M. RANALLI, ESQ.
9 Nevada Bar No. 5748
10 BENJAMIN J. CARMAN, ESQ.
11 Nevada Bar No. 12565
12 2400 W. Horizon Ridge Parkway
Henderson, Nevada 89052
13 Attorneys for Defendant

14 */s/ David Thomas, Esq.*
15 DAVID L. THOMAS, ESQ.
Nevada Bar No. 3172
4435 South Eastern Avenue
Las Vegas, Nevada 89119
16 Attorney for Plaintiff

ORDER

17 IT IS SO ORDERED:

18 Dated: 7-5-2017

19 
UNITED STATES MAGISTRATE JUDGE
Cam Ferenbach